

CITY OF NEWARK  
Delaware

REQUEST FOR PROPOSAL (RFP) NO. 15-02  
ONLINE PAYMENT PROCESSING AND BILL PRESENTMENT SYSTEM

CITY OF NEWARK

Delaware

RFP NO. 15-02

ONLINE PAYMENT PROCESSING AND BILL PRESENTMENT SYSTEM

NOTICE

The City of Newark will accept sealed proposals for Online Payment Processing and Bill Presentment System. Proposals will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware 19711 until 2:00 p.m., Tuesday, July 14, 2015.

Copies of this request may be obtained from the Bids/Proposal Opportunities section of the City of Newark website: [www.cityofnewarkde.us](http://www.cityofnewarkde.us).

## **I. Background**

The City of Newark receives payments for property taxes, utilities, services, fees, permits, business licenses, fines, assessments and other miscellaneous charges from residents and businesses residing inside and outside of the City. Newark currently accepts payments via cash, check or credit card in person at the City of Newark's Finance Department, by mail directed to the City of Newark, or by mail via lock box. This process is effective but inefficient because (1) certain payment processing requires manual posting, (2) the various systems and payment posting software has been implemented piecemeal over time and is not perfectly integrated, and (3) businesses and citizens have become more mobilized and electronically connected, resulting in demand for more diverse and more universal payment options. In an effort to reach out to the citizens and provide a more convenient way for them to pay for any of the City's services or charges, the City is seeking to allow electronic payment for fees for services, assessments, and fines.

The City believes that an online payment system will add value in terms of economies of scale and improved work flow. Additionally, a consolidated electronic bill pay process would enable customers to make payments to the City with ease and convenience. More convenient and diverse payment options may equate to higher revenue collections and faster turnover of accounts receivable.

The City possesses a substantial Information Technology (IT) infrastructure and architecture, while many citizens possess electronic payment methods and internet connectivity. Building upon the advances and proliferation of technology, the City can reach out to businesses and citizens by providing consolidated, convenient 24 hours a day, seven days a week (24/7) payment options.

## **II. Project Goals and Objectives**

This project has been established as a direct result of citizen feedback and a desire of the City to improve payment options to customers. By implementing a uniform online payment system, businesses and citizens will be able to view bills and pay for services received from the City in a convenient and always available manner. Payees will be able to access account information 24/7, thus improving convenience and faster payments to the City. Implementing a unified payment system will allow for economies of scale as vendors are selected and costs of the system are determined. By selecting a vendor that is able to process all payment types, the cost of building multiple interfaced systems and multiple account tracking methods will be reduced. As citizens are in need of these services, a timely implementation is required.

## **III. Statement of Decision**

This RFP is not an offer to enter into an agreement with responding vendors. Only the execution of a written contract will obligate us in accordance with the terms and conditions

in such contract. This RFP represents the City's request to receive proposals from vendors that have been contacted and that are interested in providing an Online Payment System.

#### **IV. Limitations**

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the vendors selected to participate in negotiations and to submit any costs, technical, or other revisions of their proposal, as a result of any such negotiations.

#### **V. Projected Proposal Timeframes**

RFP submittal deadline	2:00 P.M., July 14, 2015
RFP review	July 28, 2015
Top 3 Vendor Notification/Interviews	To Be Determined
RFP Awarded	August 24, 2015

Dates indicated above are subject to change at the sole discretion of the City.

#### **VI. RFP Inquires:**

All vendor questions regarding this RFP must be addressed via e-mail to Cenise Wright, Purchasing Administrator, at [cwright@newark.de.us](mailto:cwright@newark.de.us). **Questions must be submitted no later than Thursday, July 2, 2015 and must direct and concise to each issue to be addressed.** A summary of vendor questions with associated answers will be compiled and distributed to all proposers in the form of an addendum. All addenda will be made available electronically to all proposers of record.

#### **VII. Contract Period**

The original contract period shall be from date of execution through three (3) years. Upon mutual agreement, the contract can renew for five (5) additional one-year periods, or any portion thereof.

#### **VIII. Form and Structure of Response**

All proposals shall be submitted through certified mail or hand delivery by 2:00 p.m. on Tuesday, July 14, 2015 to the following address:

City of Newark  
Purchasing Division  
220 South Main Street  
Newark, DE 19711

In one sealed envelope, five (5) copies of the Proposal marked “RFP No. 15- 02, Online Payment Processing and Bill Presentment System” is required.

In another separate and sealed envelope, three (3) copies of the Price Proposal marked “Price Proposal for RFP No. 15-02, Online Payment Processing and Bill Presentment System”. This envelope will not be opened until firms have been ranked.

## **IX. Evaluation Methodology**

Each response will be reviewed and evaluated based on criteria and priorities defined by the City and detailed in this RFP. These criteria will include, but are not limited to, the following, with point values in brackets:

[25] The ability of the product to satisfy the functionality required, which may be subject to further evaluation and testing through product demonstration.

[10] Proposal’s completeness and compliance with RFP guidelines and format.

[15] The magnitude, scope and complexity of the services to be rendered.

[10] Special knowledge relevant to the project.

[15] Special equipment or software relevant to the project, some or all of which may be subject to further evaluation and testing through product demonstration.

[15] Size, staffing, resources, and financial capability of the vendor vs. the size of the assignment.

[10] Time constraints and deliverability of services.

## **X. Selection Process**

The City will review all proposals and rank the vendors based on their qualifications for this project. At its discretion, the City may elect to contact previous vendor customers, interview each vendor, meet with each vendor, or inspect prior work done by each vendor. The City will notify the three highest ranked vendors of their standing and notify the remaining vendors that they were not chosen for this project.

The three highest ranked vendors will be required to provide an on-site demonstration of their product’s functionality. The City will not incur any costs associated with product demonstrations.

## **XI. Incorporation of RFP and RFP Response in Contract**

This RFP, its appendices and amendments, and all promises, warranties, commitments

and representations made in the successful response to this RFP will be binding and will become part of the contractual obligations.

All promises, warranties, commitments, and representations made in the successful response to this RFP will be binding upon vendor and will become part of vendor's contractual obligations, at the discretion of the City.

The contract will be awarded, subject to the approval of the Newark City Council, to the responsible vendor that best demonstrates relevant experience and expertise; the utilization of materials, software and hardware best capable of meeting the City's needs; who upon evaluations of all proposals received, best responds to this RFP; who offers the best value to the City, and who in the judgment of the City will best serve the public interest.

## **XII. General Conditions of the RFP**

All RFP submission materials become the property of the City. Any components of the RFP that the vendor deems to be privileged and confidential shall mark them as such. The City of Newark must comply with the State of Delaware's freedom of information regulations.

The City reserves the right to postpone, modify or cancel this RFP or reject any or all proposals and to waive any formalities as may be permitted by law. The City reserves the right to select the proposal believed to be the most beneficial to the City.

The City shall not be liable for any costs incurred by proposers in the preparation of the proposals or for any work performed in connection therein, or as a result of the modification, postponement, or cancellation of the RFP.

Any contract entered into with respect to this RFP will constitute the entire understanding and agreement between the City and the selected vendor, and shall constitute all the terms and conditions of the agreement between the parties. In the case of a conflict between the RFP and the contract, the contract shall prevail.

No vendor which has submitted a proposal pursuant to this RFP shall have the right to assign its submitted proposal or, if selected, the contract without the prior written consent of the City. The City's refusal to consent to an assignment shall not entitle the assigning vendor to cancel the submitted proposal and/or contract if fully executed, or give rise to any claim for damages against the City.

This RFP shall be construed in accordance with and governed by the laws of the Newark City Charter and Code. All actions or proceedings relating directly or indirectly to this RFP shall have venue in New Castle County, Delaware.

Submission of the proposal shall signify the vendor's agreement that its proposal and the

content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the vendor.

No subcontractor or third party vendor may be utilized by the contracting vendor without the prior written approval of the City.

Vendors are required to plan the implementation in such manner as to provide no downtime to the City's business operations. This will include a phased approach to implementation, with cutover in a closely managed migration. Different departments utilize different software platforms and may require treatment as separate, successive implementation processes. For instance, the City's Finance Department uses Harris Northstar for utility billing (electric, water and sewer billing) and Harris CityView for property tax billing, business license renewals, and property code enforcement and violation processing. Meanwhile, the City's Parks & Recreation Department uses Max Galaxy software for recreation, sports, fitness and camp program registration and payment.

The proposal must contain a fee schedule that includes the line items for equipment, software, professional services, warranties, maintenance services, project management, and training.

#### INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

#### TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor shall commence and complete work within the timeframe specified by the City in a written Time of Completion and Liquidated Damages Agreement (see attached sample – Exhibit A). Contractor agrees to pay \$1000.00 per day as liquidated damages for each consecutive calendar day the contract is extended beyond said completion date. The completion date may be extended by the City due to circumstances beyond the contractor's control.

The City reserves the right to cancel all or part of the Purchase Order if the vendor fails to complete the work within the time specified.

#### TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for

services satisfactorily rendered up to the termination date.

### **XIII. GENERAL REQUIREMENTS**

#### **1. Proposal Security and Insurance Requirements**

**Proposal Security**- Each proposal submittal must be accompanied by a certified check, cashier's check or bid security bond in the amount of \$5,000 payable to the City of Newark. Failure to provide this proposal security may be grounds for rejection of the proposal. If a bid bond is submitted the attached "Bond to Accompany Proposal" form must be completed and issued by a surety licensed to operate in the State of Delaware.

Following evaluation and negotiations of a final agreement with a firm, its principals will be expected to execute the agreement within fourteen (14) calendar days after receiving notice of award (including presentation of the Performance Bond). Failure to proceed with the execution of the agreement/submittal of Performance Bond will result in the forfeiture of the security to the City of Newark. Any certified check, or cashier's check submitted as proposal security shall be returned to all unsuccessful bidders one hundred and twenty (120) calendar days after the proposal submittal date.

**Agreement Security/Performance Bond** – To guarantee faithful performance of the agreement by the successful firm, a performance bond satisfactory to the City of Newark and in the full amount of the proposal may be required by the successful bidder within fourteen (14) days after notice of award. Upon receipt of the executed final agreement and the Performance Bond, the City will return any certified check or cashier's check submitted as Proposal Security to the successful bidder.

**Insurance Requirements** - The City will require the selected vendor to comply with insurance requirements as outlined below. The vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise in connection with the performance of the work hereunder by the vendor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be paid by the vendor. Insurance shall meet or exceed the following unless otherwise approved by the City:

Commercial General Liability Insurance - \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;

Automobile Liability Insurance - \$2,000,000 combined single limit per accident for bodily injury and property damage;

Worker's Compensation Insurance as required by the State of Delaware;

Errors and Omissions for Professional Services applying to all professional activities performed under the contract \$2,000,000 per occurrence and as an annual aggregate.



Privacy, Network Security and Data Breach coverage in the amount of \$1,000,000 Network Security, \$250,000 Data Breach, and \$250,000 Regulatory Proceeding is required.

Employer's Liability coverage with limits of \$500,000 per accident; \$500,000 per disease policy limit; \$500,000 per disease each employee is required.

The City is to be named as additional insured on the general liability, automobile liability, employer's liability, and errors and omissions policies procured by Vendor with respect to the work related to this RFP.

All policies will provide the City with 30 days written notice of cancellation or material change.

Vendor shall provide the City with certificates of insurance reflecting the coverage provided herein. The certificates for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the City as additional insured. The certificates are to be submitted promptly to the City and approved by the City before work commences.

Vendors shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all the requirements stated herein.

## **2. Security and Compliance**

Vendor is responsible for ensuring that appropriate security measures, features, mechanisms, and assurances are in place to safeguard the City's information assets. Vendor must comply at all times with the then-prevailing Payment Card Industry Data Security Standard (PCI DSS). Evidence of a successful PCI DSS audit, dated within the previous 13 months, shall be provided to the City within 14 days of the award and annually thereafter on the contract anniversary date.

## **3. Physical Security Requirements**

Vendors will be responsible for securing any City designated property and equipment where they may be working.

## **4. Pricing**

The fees submitted in the proposal shall be effective for a period of three years, beginning with successful acceptance of the implementation. The City is seeking proposals with minimal upfront costs to implement the system. All associated costs should be included in the vendor's stated percentage fee. A fixed percentage for all transactions is preferred but not required.

## **5. Mandatory Technical Requirements**

The vendor must meet the following mandatory technical requirements: Provide evidence of at least five (5) successful installations of their product.

For software maintenance, the vendor must describe the availability and guaranteed timing of routine technical support, emergency 24-hour technical support, policy on providing software upgrades, and enhancements.

The system implementation must be fault-tolerant, and must provide the following functionality:

Over the counter receipt for Debit Card, Credit Card, and E-Check.

Online receipt of Debit Card, Credit Card and E-Check.

In some situations, self-serve payment for Debit Card and Credit Card.

An Automatic Clearing House (ACH) payment solution.

An Interactive Voice Response (IVR) payment solution.

Consolidated and comprehensive reporting tools.

Low fees.

Ease of use.

Unified bill presentment (optional).

Consolidated bill payment for online customers.

Unified payment system, with the ability to segregate back end processes to specific accounts.

The ability to update payment information to City back end systems at least daily, preferably in real time due to the critical nature of utility disconnection and reconnection.

The ability to develop or assist in interface development to City back end system.

The ability to provide reversal of payment in cases of incorrect payment.

Accuracy rate of 99% or better for data transfer.

## **6. Third Party Vendor Coordination**

The vendor is responsible for ensuring that all expenses related to using third-party

vendors are billed to the vendor, not to the City. The vendor is accountable and responsible for maintaining all third-party relationships, and ensuring that they adhere to all defined service level agreements as well as to the City's safety and security standards.

#### **XIV. COMPANY INFORMATION**

##### **1. Name and Address**

Please provide name and address information for all office locations.

##### **2 Company History**

Please indicate the number of years your company has been in business.

##### **3. Company Organization**

Please provide a description of how your company is organized, including number of staff dedicated to each of the following:

Software programming

Networking and Telecommunications

Product Support

Product Trainers

Sales

Project Managers

Administration

##### **4. Previous Installations**

As part of your response, please provide a minimum of three (3) customer references for installed systems in which the size and scope were as large as or larger than the current proposal. For each reference include Contact Name, Agency, Address, Town, State, Zip code, Telephone, and E-Mail, including dates of installation and version release.

##### **5. Major Software Releases**

As part of your response, please provide a listing of all major software releases for the past two (2) years, including a minimum of three (3) customer references that have received all software upgrades within each release series.

## **6. Benefits**

Describe the benefits to the City if selected as the vendor responsible for implementing the product.

## **7. Support**

Describe the availability of routine technical support, emergency 24-hour technical support, policy on providing software upgrades, and enhancements.

## **8. Implementation**

Please provide an estimate amount of time needed to complete the implementation of the product and the training of the City's personnel from the date of award.

Discuss implementation practices as they relate to phased implementations. Describe the vendors, project team and how that team is selected and what resources are in place for a successful implementation.

## **9. Warranty**

The contractor will warrant the system to be free from defects in material and workmanship for a period of at least three years from the date of the final acceptance by the City of Newark. In the event a system, equipment, or component proves defective or is unable to meet specified performance criteria, the Vendor shall replace the defective item at no cost to the City.

During the two-year period, it is the Vendor's responsibility to provide technical response to the site within four hours and effect repair within twenty-four hours of the time repair is requested.

Vendor shall be required to maintain locally an adequate inventory of components, materials, and supplies that may be needed to repair any system component. A list of inventory of components on hand as well as any and all catalogues detailing parts must be submitted to the City prior to award of the contract.

During the maintenance period, the vendor shall assume responsibility for the performance of all equipment, materials, labor, software, and programs.

The Vendor shall provide all upgrades to the system during the warranty period at no cost to the City.

## **10. Financial Information**

Contractor shall provide evidence concerning experience and financial ability to

properly perform the contract assigned.

- A. Publicly traded companies shall provide the following information:
  - i. Three years of 10-K filings with the Securities and Exchange Commission (SEC), or a link to the Company's corporate investor relations website containing links to all SEC filings, and
  - ii. Ticker symbol and exchange, and
  - iii. Federal Taxpayer Identification Number (TIN) / Federal Employer Identification Number (EIN) for corporate entity and operating subsidiary responsible for proposal if different from corporate TIN/EIN, and
  - iv. Dun & Bradstreet DUNS® Number for corporate entity and operating subsidiary responsible for proposal if different from corporate entity.
- B. Privately held companies (including partnerships), minority-owned subsidiaries of publicly traded companies, and any other organization submitting a proposal shall provide the following information:
  - i. Federal Taxpayer Identification Number (TIN) / Federal Employer Identification Number (EIN) for parent company and operating subsidiary responsible for proposal if different from parent company, and
  - ii. Dun & Bradstreet DUNS® Number for parent company and operating subsidiary responsible for proposal if different from parent company, and
  - iii. One of the following two documentation requirements:
  - iv. Three most recent years of audited financial statements, including income statement (or equivalent, such as operating statement, statement of operations, profit and loss statement, etc.), balance sheet, cash flow statement, and statement of retained earnings. Such information shall be protected from public disclosure pursuant to Delaware code.
  - v. Three most recent years of Federal corporate income tax filings. Such information shall be protected from public disclosure pursuant to Delaware code.

## **XV. INSTALLATION**

This project may be completed using a phased approach. Describe how your product supports such an installation. Proposed phases are as follows:

### **1. Interface development**

Integration and development of interfaces to exchange information between at least three (3) payment systems and the product.

### **2. Consolidated bill presentment**

Develop a consolidated bill presentment solution (optional).

### **3. Online payment**

Implement a phased rollout of an Online Payment system, beginning in departments that currently do not have an online solution.

**4. IVR Payment**

Implement a rollout of an IVR Payment solution.

**5. Over the counter**

Implement an over the counter payment solutions as contractual obligations allow.

**6. Kiosk Payment**

Implement a Kiosk solution as appropriate.

**XVI. ACKNOWLEDGED LIMITATIONS**

**1. Credit Card Acceptance**

The City will initially accept Discover, Visa, and MasterCard. Please advise whether the acceptance of American Express would result in a change in the fee structure. Others may be added at a later time.

**MANDATORY REQUIREMENTS**

Please respond to the following questions:

A. At least three (3) successful installations of your product.

COMPLY:

EXCEPTION:

B. For software maintenance, the vendor must describe the availability of routine technical support, emergency 24-hour technical support, policy on providing software upgrades, and enhancements.

COMPLY:

EXCEPTION:

The system implementation must be fault-tolerant, and must provide the following functionality:

C. Over the counter receipt for Debit Card, Credit Card, and E-Check.

COMPLY:

EXCEPTION:

D. Online receipt of Debit Card, Credit Card and E-Check.

COMPLY:

EXCEPTION:

E. In some situations self-serve payment for Debit Card and Credit Card.

COMPLY:

EXCEPTION

F. ACH (Automatic Clearing House).

COMPLY:

EXCEPTION:

G. An IVR Payment Solution.

COMPLY:

EXCEPTION:

H. Consolidated and comprehensive reporting tools.

COMPLY:

EXCEPTION:

I. Low Fees.

COMPLY:

EXCEPTION

J. Ease of Use.

COMPLY:

EXCEPTION

K. Consolidated bill payment for online customers.

COMPLY:

EXCEPTION:

L. Unified payment system, with the ability to segregate back end processes to specific accounts.

COMPLY:

EXCEPTION:

M. The ability to update payment information to City back end systems at least daily, preferably in real time.

COMPLY:

EXCEPTION:

N. The ability to develop or assist in interface development to City back end system.

COMPLY:

EXCEPTION:

O. The ability to provide reversal of payment in cases of incorrect payment.

COMPLY:

EXCEPTION:

P. Accuracy rate of 99% or better for data transfer.

COMPLY:

EXCEPTION:



## Proposal Cost Sheet

**IF YOU DO NOT CHARGE FOR A PARTICULAR ITEM, PLEASE ENTER A "0" IN THAT AREA.**

Please use the following tables to record your charges for the various types (i.e. credit card) and methods (i.e. Inter) of electronic payment processing. If there are additional charges please add them on a separate sheet. If you do not provide a type or method just leave that table blank. If you provide other types or methods please create additional tables for that information.

### Definitions:

**Per Transaction Fees:**                      **% of Charges - A Percentage on the City charges that the Contractor will charge as a Contractor fee.**

Fixed amount per transaction – A fixed price per transaction.

### Fixed Charges:

One-Time: Any one-time charges (e.g., a setup fee, etc.)

Recurring: Any recurring charge (e.g., monthly fee, annual fee, etc.)

<b>Vendor's Credit/Debit Card Processing Fees (Internet)</b>			
<b>Per Transaction Fees</b>		<b>Fixed Charges</b>	
<b>% of Charges</b>	<b>Fixed amount per transaction</b>	<b>One Time</b>	<b>Recurring</b>

Vendor's Credit/Debit Card Processing Fees (IVR)			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One Time	Recurring

  

Vendor's ACH Processing Fees (Internet)			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One Time	Recurring

Vendor's ACH Processing Fees (IVR)			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One Time	Recurring

Vendor's <u>other types</u> Processing Fees ( <u>other methods</u> )			
Per Transaction Fees		Fixed Charges	
% of Charges	Fixed amount per transaction	One Time	Recurring

Please include list additional charges (if any) for items such as: training, migration, customizations, changes, etc.

Hourly Charges	
Description	Rate
	/hour
	/hour
	/hour
	/hour
	/hour
	/hour

The City would like to compare the Vendor's merchant bank costs to those of the City's merchant vendor. If there is significant savings, the City may suggest that the proposer consider using the City's vendor. If you would be willing to consider the City's merchant bank, please provide your merchant bank cost information in the Table below.

Vendor's Merchant Bank Costs		
Interchange Costs		Additional Bank Costs
%	Fixed	

**Submitted by:**

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**Company Name**

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**Address**

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**Date**

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CITY OF NEWARK

Delaware

RFP NO. 15-02

ONLINE PAYMENT PROCESSING AND BILL PRESENTMENT SYSTEM

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_ of \_\_\_\_\_ of the County of \_\_\_\_\_ and State of \_\_\_\_\_, principal, and \_\_\_\_\_ of \_\_\_\_\_ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Newark in the sum of \_\_\_\_\_ dollars, to be paid to said City of Newark for use and benefit of the Mayor and Council of Newark, for which payment well and truly be made, we do bind ourselves, and each of our heirs, executors, administrators and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, two thousand and fifteen (2015).

NOW THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounded principal \_\_\_\_\_ who has submitted to said City of Newark, a certain proposal to enter into a certain RFP No. 15-02, and if said \_\_\_\_\_ shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) calendar days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE  
PRESENCE OF WITNESS

\_\_\_\_\_

SIGNED \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

SIGNED \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

BIDDER \_\_\_\_\_

## **EXHIBIT A – SAMPLE FORM**

### **TIME OF COMPLETION AND LIQUIDATED DAMAGES AGREEMENT**

I am pleased to inform you that Company Name has been selected to complete the Project Name for the City of Newark.

Prior to receiving a Purchase Order for the above referenced project, the vendor must read and agree to the following conditions which shall become a part of the Purchase Order issued to your company by the City of Newark.

1. Time is of the essence. Work on the above project must commence by Commencement Date and must be completed by Completion Date. The completion date may be extended by the City due to circumstances beyond Company Name's control. Changes are binding only if agreed to in writing.
2. Liquidated damages for each consecutive calendar day after the above established completion date that work remains incomplete will be assessed in the amount of \$1000.00 per day.
3. The issuance of this notice does not in any way relieve the vendor awarded this project of his obligations to complete the project with regard to subcontractors.
4. The City reserves the right to cancel all or part of the Purchase Order if the vendor fails to complete the work within the time specified.
5. Upon acceptance by the City of Newark, the price proposal, this Agreement and the Purchase Order shall be deemed a binding contract.

Please sign and return this form. A copy will be forwarded to you along with the Purchase Order.

I have read and agree to the conditions stated above.

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Its Legally Authorized Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_